

EXHIBIT G

MetLife Auto & Home®
Homeowner Operations Field Claim Office
Attention: Claims
P.O. Box 6040
Scranton, PA 18505
(800) 854-6011

MetLife®

March 20, 2017

Beatrice D. Bragg
c/o Ethan Vinson
33900 Schoolcraft Road
Livonia, MI 48150

CERTIFIED MAIL RETURN RECEIPT REQUESTED AND REGULAR MAIL

Our Customer: Beatrice D. Bragg
Our Claim Number: JDG42679 6C
Date of Loss: December 3, 2016
Loss Location: 16085 Sprenger Ave, Eastpointe, MI 48021-2959

Dear Ms. Bragg:

We acknowledge receipt of the above-referenced claim under your MetLife Auto & Home Homeowners Insurance Policy issued by Metropolitan Group Property and Casualty Insurance Company, Policy No. 1470006250, with effective dates of September 22, 2016 to September 22, 2017.

This letter is to inform you that Metropolitan Group Property and Casualty Insurance Company, (hereinafter referred to as "Metropolitan"), is denying the above-referenced claim. In particular, due to the facts and circumstances discovered through the investigation of this claim, we must assert the following policy defenses.

We first refer you to Michigan Amendatory Endorsement, HA01MI 0610, and its section entitled "GENERAL CONDITIONS", Condition #2 states:

2. Concealment or Fraud

1. Under Section I of this policy:

- B. With respect to loss caused by peril other than fire, if any person defined as **you**, conceals or misrepresents any material fact or circumstance or makes any material false statement or engages in fraudulent conduct affecting any matter relating to this insurance or any loss for which coverage is sought no coverage is provided under this policy to any person defined as **you**.¹

¹ "You" and "your" mean:

1. The person or persons named in the Declarations and if a resident of the same household:
 - A. The spouse of such person or persons;
 - B. The relatives of either; or
 - C. Any other person under the age of twenty-one in the care of any of the above...

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This section confirms Metropolitan's position that the subject Policy does not cover losses in which an insured person or someone defined as "you" conceals or misrepresents facts or information. Our review of the facts surrounding this policy and this claim, including the statements made by Ms. Bragg during the application call(s) and request for coverage under the subject policy and statements made by Ms. Bragg during the making of the claim and the claims investigation, compels the conclusion that this claim included facts which were either concealed, misrepresented or fraudulent by someone defined as "you."

We also refer you to the Insurance Agreement and Declarations portion of the policy. See HP1000 0902, page 1 of 3, which states:

This insurance policy is a legal contract between **you** (the policyowner) and **us** (the Company named in the Declarations). It insures **you** and **your** property for the various kinds of insurance shown in the Declarations. The Declarations are an important part of this policy. By acceptance of this policy, **you** agree that the statements contained in the Declarations and in any application are **your** true and accurate representations. This policy is issued and renewed in reliance upon the truth of such representation. The terms of this policy impose joint obligations on all persons defined as **you**. This means that the responsibilities, acts and failures to act of a person defined as **you** will be binding upon another person defined as **you**.

This section compels Ms. Bragg to make true and accurate representations during her dealings with Metropolitan. As stated above, the conclusion has been that true and accurate representations were not made or otherwise concealed.

In addition, we also refer you to Endorsement HP5100 0105, entitled "PROPERTY CONDITIONS." Condition #2 "**What You Must Do After A Loss**", states:

We have no obligation to provide coverage under this policy if **you** or **your** representative fail to comply with the following duties.

- C. Cooperate with **us** in the investigation of a claim.
- D. Prepare an inventory of damaged or stolen personal property showing, in detail, the quantity, age, description, **actual cash value** and amount of loss claimed for each item. Attach to the inventory all bills and other documents that substantiate the figures in the inventory.
- E. At any reasonable time and place we designate, and as often as we reasonably require:
 1. show **us** the damaged property;
 2. submit to questions concerning the loss under oath while not in the presence of any other person defined as "**you**", and sign and swear to the answers; and
 3. allow **us** to examine and copy or abstract any records and documents we request².

See General Definitions of the Policy, Page 2-3 of 3, HP1000 0902

² "We," "us," and "our" mean the Company named in the Declarations. See General Definitions of the Policy, Page 2-3 of 3, HP1000 0902.

³ See General Definitions of the Policy, Page 2-3 of 3, HP1000 0902.

⁴ See General Definitions of the Policy, Page 1-3 of 3, HP1000 0902.

These sections confirm Metropolitan's position that the subject policy does not provide coverage for the alleged loss as you have failed to meet the obligations of the policy and you have failed to fully cooperate. These failures are evidenced by acts, including the refusal to respond initially to the request for the Examination Under Oath, and the failure to provide all requested documents by Metropolitan personnel and/or its attorney in conjunction with your Examination Under Oath (or thereafter).

Finally, we refer you to that portion of the policy that requires the subject property to be used by you as your provide residence. Under Section I – COVERAGES, HP1000 0902, the property to be covered is identified as:

COVERAGE A – DWELLING

1. **Dwelling Owners.** If your dwelling is a one, two, three or four family dwelling, we cover:
 - A. the dwelling owned by you on the residence premises...

"Residence premises" is then defined as³:

1. a one, two, three or four family dwelling used as a private residence by you and named in the Declarations...

This does not include any portion of a premises used for business purposes.

These sections combined require that for the dwelling to be covered, someone defined as "you" must use the dwelling as a private residence and there is no coverage of the portion of the premises used for a business purpose.

"Business purposes" is defined in the policy as⁴:

2. your property rented or held for rental by you. Rental of the residence premises is not considered business when:
 - A. it is rented occasionally for use as a residence;
 - B. a portion is rented to no more than two roomers or boarders; or
 - C. a portion is rented as a private garage.

These sections confirm that there is no coverage for this loss given that subject property, in its entirety, was being rented by Melaundra Floyd (and likely others, including Cassaundra Floyd who is thought to be the cause of the subject fire when she allowed a grease fire to occur).

Therefore, as stated above, Metropolitan respectfully denies your claims for the alleged loss occurring on or about December 3, 2016, because such losses are not covered pursuant to the terms of your policy.

This letter has been sent to you in strict confidence and is intended only to discharge our responsibility towards this claim to you under the terms of the policy of insurance and the laws of the State of Michigan. In taking this position, Metropolitan Group Property and Casualty Insurance Company does not waive any of its rights or defense that it might have under its policy of insurance with you, or under the laws of the State of Michigan, all of which rights and/or defenses are hereby expressly reserved.

³ See General Definitions of the Policy, Page 2-3 of 3, HP1000 0902.

⁴ See General Definitions of the Policy, Page 1-3 of 3, HP1000 0902.

If you have any questions or concerns, please feel free to contact me at 1-800-854-6011, ext. 7554.

Sincerely,

Judy Bird - LL
Metropolitan Group Property and Casualty Insurance Company
Senior Claim Adjuster
(800) 854-6011 Ext. 7554
Fax: (866) 281-6911
Email: jbird@metlife.com

(CERTIFIED/REGULAR)

MetLife Auto & Home®
Homeowner Operations Field Claim Office
Attention: Claims
P.O. Box 6040
Scranton, PA 18505
(800) 854-6011

MetLife®

March 27, 2017

Via First Class Mail and Certified Mail/
Return Receipt Requested

Beatrice D. Bragg
c/o Ethan Vinson
33900 Schoolcraft Road
Livonia, MI 48150

Our Customer: Beatrice D. Bragg
Our Claim Number: JDG42679 6C
Date of Loss: December 3, 2016
Loss Location: 16085 Sprenger Ave, Eastpointe, MI 48021-2959

Dear Ms. Bragg:

As you may recall, the above referenced claim was denied via correspondence dated March 20, 2017. On that same date, Metropolitan Group Property and Casualty Insurance Company (hereinafter referred to as "Metropolitan") received, via facsimile, a "correct proof of loss document" from Donald Tabron. To avoid any misunderstanding, Metropolitan reiterates its denial as stated in the March 20, 2017 correspondence re-attached herein.

Moreover, while Metropolitan accepts that the "correct proof of loss" meets the 60-day requirement in the subject policy, the claim remains denied and Metropolitan further notes advises of its defense(s) to the "correct proof of loss" to include a dispute as to the amounts claimed on the document and a lack of itemization to substantiate same.

Our retention of this documents submitted on your behalf and the sending of this letter are not an admission or denial of liability, or an admission of the amount of loss claimed, or a waiver by Metropolitan of any of the rights or provisions under the policy, but rather the same are hereby specifically reserved as are the contents of the denial letter dated March 20, 2017.

This letter has been sent to you in strict confidence and is intended only to discharge our responsibility towards this claim to you under the terms of the policy of insurance and the laws of the State of Michigan. In taking this position, Metropolitan Group Property and Casualty Insurance Company does not waive any of its rights or defense that it might have under its policy of insurance with you, or under the laws of the State of Michigan, all of which rights and/or defenses are hereby expressly reserved.

If you have any questions or concerns, please feel free to contact me at 1-800-854-6011, ext. 7554.

Sincerely,

Judy Bird - LL
Metropolitan Group Property and Casualty Insurance Company
Senior Claim Adjuster
(800) 854-6011 Ext. 7554
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copy